stances it seems reasonable to expect of most children of the same age a certain degree of prudence. Why, then, in analogy to the rule as applied to adults, should not such care be required of a child as is, under the circumstances, commensurate with his age? To demand less of a child whose mental and physical development has been slow, or more of the infant prodigy, would, it is thought, be an unwise departure from the settled policy of the law of negligence. Nor have all previous Georgia decisions upon this point been inconsistent with this view.[4] If these objections are sound, it follows that the limitations above discussed should not be adhered to. The general rule needs no limitation. Both in principle and on authority it seems to define the standard of care for children satisfactorily, in negligence and contributory negligence alike.

RIGHT OF CONTRIBUTION IN PLEDGED STOCK REPLEDGED. — A broker held stock belonging to three people. He had purchased certain stock for X on a margin; M had pledged other stock with him to secure a loan; and H had deposited still other stock with him for safe keeping. All the certificates bore assignments in blank. The broker pledged the whole amount as security for money advanced by T, who relied in good faith on the broker's apparent title. The broker became insolvent, and T sold the securities of M and X, thereby obtaining enough to repay the loan. M and X knowing these facts tendered the broker the amount of their debts. In such a case should H share the loss with M and X? The court held that H was entitled to his securities free and clear. *Tompkins* v. *Morton Trust Co.*, 91 N. Y. App. Div. 274.

There is no doubt that T could enforce the pledge against all the stock, because the blank assignments gave the broker an apparent title.[1] Further, any beneficial interest of the broker in such stock should be first exhausted, since the broker is the real debtor, and the one on whom the burden should ultimately fall.[2] The stock of M had been pledged to the broker for a loan. To the extent to which the broker had advanced money on that stock, he had a beneficial interest in it, and to that extent therefore the stock of M should rank as the broker's own. Similarly, X's stock being carried on margin would almost universally be regarded as pledged, and should be treated in the same way as M's.[3] Some courts, indeed, give the broker a greater interest in X's stock, and recognizing the custom of the business consider the broker authorized to repledge it without regard to the amount of his advance.[4] If such a custom is to be recognized, X's stock should be treated as the broker's own in repaying T's advance.[5] The better view, however, which is probably also the New York law, is that this custom should not be recognized.[6] Hence, after the beneficial interest of the broker is exhausted, there remain liable for any unpaid balance the beneficial interests of M and X and the stock of H, all alike wrongfully pledged.

---

[4] See Western & A. R. Co. *v.* Young, 83 Ga. 512.

[1] McNeil *v.* Tenth National Bank, 46 N. Y. 325.
[2] Gould *v.* Central Trust Co., 6 Abt. N. C. 281.
[3] Markham *v.* Jaudon, 41 N. Y. 235; *contra*. Covell *v.* Loud, 135 Mass. 41.
[4] Willard *v.* White, 56 Hun (N. Y.) 581; Skiff *v.* Stoddard, 63 Conn. 198.
[5] Skiff *v.* Stoddard, *supra*.
[6] Douglas *v.* Carpenter, 17 N. Y. App. Div. 329.

It is submitted that the principle of contribution should be applied to this situation.[7] This principle does not depend on the consent of the parties, but has its foundation in the doctrine that in certain situations burdens should be equally shared. H should not profit by the chance that T sold the stock of M and X rather than his. The use of stock of M and X has increased the value of that of H by releasing it from the claims of T. Property of two has been used to release an obligation equally binding on that of a third, and the property of all should contribute. H, M, and X should therefore share *pro rata* according to their beneficial interests in the stock originally pledged.

It should be noted that it has been held that tender to the broker by M and X makes them rank with H, since tender terminates the broker's interest in their stock.[8] At the time of the repledge, however, H acquired the right to have the stock of M and X bear a certain portion of the burden. This right should not be impaired by any subsequent transaction in which he had no part, since all parties acted with knowledge of his rights. Under either view, however, the principle of contribution would still apply.

SUICIDE AS A CRIME. — That suicide is a crime under the English common law appears from the resulting forfeiture of an offender's goods; that this crime is, moreover, regarded as a form of murder appears from the line of cases holding that one who persuades another to kill himself is guilty either as principal or accessory to the crime of murder.[1]

The fact that no punishment by way of forfeiture of goods or otherwise is prescribed for the suicide under our law has given rise to the belief that suicide is not a crime. Expressions of various courts to this effect[2] are recorded even in jurisdictions in which the common law still prevails. On the other hand, in those same jurisdictions, one who accidentally kills another in an attempt to commit suicide is held for murder,[3] and one who persuades another to kill himself is guilty of the same crime either as principal or accessory.[4] The two positions taken by the courts seem irreconcilable. If suicide is not a crime it is hard to understand how one who persuades another to commit suicide is guilty of any crime. And if suicide is not murder it is hard to see how one who persuades to suicide can be accessory to murder. A Texas court,[5] after asserting that the suicide is innocent of violating the laws of that state, is at least consistent in making the further assertion that the party furnishing the means to the suicide must likewise be innocent.

In jurisdictions in which the common law has been entirely superseded by statute and the statutory definition of murder is not broad enough to comprehend suicide, the law on this point would seem to be finally determined; nevertheless, there exists the same tendency on the part of the courts, while holding the suicide himself innocent of any crime, to punish

---

[7] McBride *v.* Potter-Lovell Co., 169 Mass. 7.
[8] Rhinelander *v.* National City Bank, 36 N. Y. App. Div. 11.

[1] Rex *v.* Dyson, Russ. & R. 523; Regina *v.* Allison, 8 C. & P. 418; Rex *v.* Russell, 1 Moo. C. C. 356.
[2] See Commonwealth *v.* Mink, 123 Mass. 422, 429.
[3] Commonwealth *v.* Mink, *supra;* State *v.* Levelle, 34 S. C. 120.
[4] Commonwealth *v.* Bowen, 13 Mass. 356.
[5] Grace *v.* State, 69 S. W. Rep. 529 (Tex., Cr. App.).